

# EXHIBIT I

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
COLUMBIA DIVISION

Afraaz R. Irani, M.D.,	)	
	)	C/A No. 3:14-cv-03577-CMC-KDW
Plaintiff,	)	
	)	
vs.	)	
	)	
Palmetto Health;	)	
University of South	)	
School of Medicine;	)	
David E. Koon, Jr.,	)	
M.D., in his individual	)	
capacity; and John J.	)	
Walsh, IV, M.D., in his	)	
individual capacity,	)	
	)	
Defendants.	)	
	)	

DEPOSITION OF

R. CAUGHMAN TAYLOR, M.D.

\*\*\*\*\*

Wednesday, April 15, 2015  
10:41 a.m. - 12:32 p.m.

The deposition of R. CAUGHMAN TAYLOR, M.D., taken on behalf of the Plaintiff at the offices of the South Carolina Bar Conference Center, 2nd Floor, 1501 Park Street, Columbia, South Carolina, on the 15th day of April, 2015, before Lyn A. Hudson, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.

1 look back.

2 Q: Okay. Are you familiar with the Accreditation Council  
3 for Graduate Medical Education?

4 A: I know who they are and what their role is. Yes, sir.

5 Q: And I'll refer to that as the ACGME. Have you ever  
6 heard --

7 A: Yes, sir.

8 Q: -- it referred by that abbreviation?

9 A: Yes, sir.

10 Q: What is the your understanding of the purpose of the  
11 ACGME?

12 A: They are an accrediting body to oversee regulations  
13 related to education.

14 Q: Okay. And what is your understanding of the term  
15 accreditation in connection with the residency program?

16 A: Accreditation means that they look to see if you've  
17 fulfilled certain requirements.

18 Q: Okay. Has the USC Pediatrics Residency Program been  
19 accredited since you've been involved in it?

20 A: Yes, sir.

21 Q: Is that an important designation or distinction for  
22 residency programs to be accredited by the ACGME?

23 A: Yes, sir.

24 Q: Why is that important?

25 A: Accreditation status is important in terms of

1 maintaining your residency program. And having an  
2 accredited residency is necessary for the practice of  
3 medical education.

4 Q: Are there unaccredited residency programs?

5 A: Nationally? Here?

6 Q: Nationally.

7 A: That's, I don't know. You get, you have different  
8 accreditation statuses. You can be accredited,  
9 accredited with warning. You can be put on probation.  
10 If you lose accreditation, typically programs are shut  
11 down for a period of time. So I'm not sure what you're  
12 asking me.

13 Q: Okay. Well, I guess accreditation is important for, in  
14 terms of recruiting and training residents; is that  
15 right?

16 A: You can't recruit residents into a program that is  
17 closed or doesn't have accreditation, I would think.  
18 I'm not sure. But I wouldn't think you could.

19 Q: Do the residency programs that are accredited through  
20 the ACGME make a commitment to abide by the standards  
21 of the accrediting body?

22 A: As best you can. Yes.

23 Q: Do specialty boards -- I assume, is there American  
24 Academy of Pediatrics?

25 A: American Board of Pediatrics.

1 A: I don't know if I got board certified in '87 or '86.

2 But it was the year I finished my residency. I

3 finished residency in '86. And then you have to take

4 some tests. And so it might have been '87. I don't

5 know.

6 Q: Have you ever held any type of position with the ACGME

7 on any kind of board or committee?

8 A: No, sir.

9 Q: Are you familiar with some of the accreditation

10 requirements of the ACGME?

11 A: Peripherally, you know, fifty thousand feet level,

12 yeah. I mean, I would have to look at documents of

13 what, there's institutional documents and then -- so I

14 don't, since the residency, I don't keep up with those

15 except specifically as they relate to pediatrics.

16 Q: Okay. Have you ever heard of the term common program

17 requirements --

18 A: Yes, sir.

19 Q: -- that all residency programs have to abide by --

20 A: Yes, sir.

21 Q: -- through the ACGME?

22 A: Yes, sir.

23 Q: Are you also familiar with RRCs or Residency Review

24 Committees?

25 A: Yes, sir.

1 Q: Does each specialty or subspecialty have an RRC that  
2 that has their own program requirements for that  
3 particular designation?

4 A: Yes, sir. They have their specific program  
5 requirements.

6 Q: Okay. Let me mark a document as Exhibit 1. I've only  
7 got two extra copies down there for the lawyers.

8 (Plaintiff's Exhibit Number 1 was marked for identification  
9 purposes.)

10 Q: Do you recognize Exhibit 1, Dr. Caughman? I mean,  
11 Dr. Taylor?

12 A: Yes, sir.

13 Q: And that's an affidavit that you prepared in this case;  
14 is that right?

15 A: That was prepared for me by legal counsel. Yes, sir.

16 Q: Was that prepared by Mr. Stanley's office or by  
17 Ms. Thomas's office?

18 A: I do not recall or, I'm not sure.

19 Q: Okay. Do you know what the purpose of this affidavit  
20 is or was?

21 A: I think it was to determine or state what the  
22 relationship was for Dr. Irani with the School of  
23 Medicine.

24 Q: Are you aware that this document has been submitted to  
25 the United States District Court in this case?

1 A: Not until you just told me.

2 Q: Do you see the caption of the case at the top, Afraaz  
3 R. Irani, M.D. versus Palmetto Health and others?

4 A: Yes, sir.

5 Q: And it's in the United States District Court for the  
6 District of South Carolina?

7 A: Yes, sir.

8 Q: Did you read this affidavit before you signed it?

9 A: Yes, sir.

10 Q: Was it true and accurate to the best of your abilities  
11 or knowledge?

12 A: Yes, sir.

13 Q: What did you do to confirm that the statements in this  
14 affidavit are true?

15 A: Discussed with legal counsel.

16 Q: How did you confirm that Dr. Irani -- let me ask first.  
17 Other than discussions with legal counsel, did you do  
18 anything else in terms of making yourself familiar with  
19 this situation or researching the situation in  
20 preparing your affidavit?

21 A: No, sir.

22 Q: How did you confirm that Dr. Irani was not employed by  
23 the University of South Carolina School of Medicine?

24 A: Because none of the residents are.

25 Q: What does the word employed mean to you?

1 A: That you are paid by that institution.

2 Q: Can you be an employee of somewhere without being paid  
3 directly by that institution?

4 MS. THOMAS: Object to the form.

5 A: I wouldn't know.

6 BY MR. ROTHSTEIN:

7 Q: Are you, I assume you're not a lawyer?

8 A: No, sir.

9 Q: Have you ever had any type of legal training or  
10 education?

11 A: No, sir.

12 Q: Okay. Do you know what the legal definition of being  
13 employed under South Carolina is?

14 A: No, sir.

15 Q: Do you know what the legal definition of being employed  
16 for federal law is?

17 A: No, sir.

18 Q: All right. So when you said that you confirmed Dr.  
19 Irani was never employed by the University of South  
20 Carolina School of Medicine, that meant that he was  
21 never paid directly from the University of South  
22 Carolina School of Medicine; is that right?

23 MS. THOMAS: Objection.

24 BY MR. ROTHSTEIN:

25 Q: For any work that he did?



1 State of South Carolina while acting within the course  
2 and scope of their employment?

3 A: Yes, sir.

4 Q: Do you believe that's why you were dismissed from the  
5 case?

6 MS. THOMAS: Object to the form.

7 MS. HELMS: Object to the form.

8 A: No, sir.

9 BY MR. ROTHSTEIN:

10 Q: Okay. Did the case continue against the University of  
11 South Carolina School of Medicine after you were  
12 dropped from the case?

13 MS. THOMAS: Object to the form.

14 A: I don't know.

15 BY MR. ROTHSTEIN:

16 Q: Now looking at paragraph four of your affidavit, what  
17 did you do to confirm that Dr. Irani never had a  
18 contract with the University of South Carolina School  
19 of Medicine?

20 A: Confirmed with legal counsel.

21 Q: Anything other than talking to the lawyers for the USC  
22 School of Medicine?

23 A: No, sir.

24 Q: Do you know, do you know whether an employment contract  
25 can be implied under South Carolina law by the issuance

1 of an employee handbook or policy manual?

2 MS. THOMAS: Object to the form.

3 MS. HELMS: Object to the form.

4 A: No, sir.

5 (Plaintiff's Exhibit Number 2 was marked for identification  
6 purposes.)

7 Q: Show you Exhibit 2. Have you ever seen Exhibit 2  
8 before?

9 A: No, sir.

10 Q: Does your department at the USC Pediatrics Department  
11 have a residency manual?

12 A: Yes, sir.

13 Q: Does it look similar to this Exhibit 2 other than the  
14 fact that this one is for the orthopaedics, Orthopaedic  
15 Surgery Department?

16 A: There's similarities. Yes, sir.

17 Q: You've never seen this document or a portion of this  
18 document before?

19 A: No, sir.

20 Q: Okay. So when you said there was no contract between  
21 Dr. Irani and the University of South Carolina School  
22 of Medicine, you didn't consider the possibility that  
23 this document could create an employment contract, did  
24 you?

25 MS. THOMAS: Object to the form.

1 A: Again, I discussed it all with legal counsel.

2 BY MR. ROTHSTEIN:

3 Q: My question is when you made that statement in your  
4 affidavit you didn't consider whether the residency  
5 manual or the residency handbook could create an  
6 employment contract between USC and Dr. Irani, did you?

7 MS. THOMAS: Object to the form.

8 A: I would have no reason to know that or expect that. I  
9 would have thought that legal counsel or our GME  
10 offices would advise anyone of that.

11 BY MR. ROTHSTEIN:

12 Q: So in your affidavit when you stated that the  
13 statements in there are based on your own personal  
14 knowledge, that wasn't true, was it?

15 A: No, sir. That was true.

16 Q: Okay. What is your personal knowledge about whether  
17 the residency manual under orthopaedic surgery could be  
18 a contract of employment between Dr. Irani and USC?

19 MS. THOMAS: Object to the form.

20 A: As I've stated I don't know law. But I've always been  
21 told that they were employed by Palmetto Health, knew  
22 the checks and benefits came from there and any salary  
23 increases and everything. So in simple terms and being  
24 a personal understanding was that they were employed by  
25 Palmetto Health. And we were always told that.

1 document before today; correct?

2 A: No, sir. I have not.

3 Q: Okay. And if you will look at page seven of the  
4 document. Well, first of all, are you aware of whether  
5 this document has any kind of disclaimer in it that  
6 says it's not an employment contract?

7 MS. THOMAS: Object to the form.

8 A: As I said, I've never seen it today and you don't give  
9 me the entire document. So how would I know?

10 BY MR. ROTHSTEIN:

11 Q: Okay. So when you put in your affidavit there was no  
12 contract, you weren't relying on any kind of disclaimer  
13 in this document for that conclusion?

14 A: I wouldn't see how this document would have any effect  
15 on that.

16 Q: Well, if you will look at page seven, do you see the  
17 bullets under general residency requirements?

18 A: Yes, sir.

19 Q: Does the Pediatrics Residency Manual have something  
20 similar to this in it?

21 A: I would assume so. I haven't looked at it since I've  
22 been dean for 15 months. So, you know, when it's  
23 updated I would have to pull it to look. But I would  
24 assume it would.

25 Q: Okay. Look, I direct you to the sixth bullet under

1 General Residency Requirements. And do you see that  
2 one of the general residency requirements is adhere to  
3 established practices, procedures and policies of the  
4 University of South Carolina School of Medicine and  
5 Palmetto Health?

6 A: Yes, sir. I see that.

7 Q: Okay. If the resident is only an employee of Palmetto  
8 Health and not USC, why are they required to adhere to  
9 the policies, practices and procedures of the  
10 University of South Carolina School of Medicine?

11 MS. THOMAS: Object to the form.

12 A: This is an educational program. We have affiliation  
13 agreements with many institutions as Palmetto Health  
14 and as USC. And when you put a learner in that  
15 affiliated institution you have to follow the policies  
16 of both institutions.

17 BY MR. ROTHSTEIN:

18 Q: Fair enough. So the University of South Carolina  
19 School of Medicine exercises control over what  
20 residents can or cannot do as part of their residency;  
21 isn't that right?

22 MS. THOMAS: Object to the form.

23 A: I would say they do not exercise control as a body.  
24 There are certain policies that are not applicable to  
25 residents because they are not employees of the

1 university.

2 BY MR. ROTHSTEIN:

3 Q: Okay. And your basis that they're not employees is  
4 just something you've heard from legal counsel; right?

5 MS. THOMAS: Object to the form.

6 MS. HELMS: Object to the form.

7 A: I think I've answered that before.

8 BY MR. ROTHSTEIN:

9 Q: Okay. Also I'm going to ask you to look at the eighth  
10 bullet point under General Residency Requirements. You  
11 see it says, adhere to the high standards of medical  
12 and academic ethics commensurate with the medical  
13 profession and a representative of the University of  
14 South Carolina School of Medicine. Do you see that?

15 A: Yes, sir.

16 Q: Okay. So that implies that residents are  
17 representatives of the University of South Carolina  
18 School of Medicine; right?

19 A: I wouldn't know what that statement implies because I  
20 didn't write it. But again when it's an affiliated  
21 institution, you represent the medical profession when  
22 you are a doctor or you are a resident or you're a  
23 medical student. And you represent those institutions  
24 that you may be affiliated with just like you represent  
25 the law profession.

1 Q: Okay. The next section of page seven of Exhibit 2  
2 states, ACGME Program Requirements; correct?

3 A: Under program --

4 MS. THOMAS: Object to the form.

5 BY MR. ROTHSTEIN:

6 Q: Program Requirements (ACGME). Do you see that?

7 A: Yes, sir.

8 Q: Okay. So this document appears to be incorporating the  
9 program requirements for Residency Education in  
10 Orthopaedic Surgery as published by the Accreditation  
11 Counsel for Graduate Medical Education; correct?

12 MS. THOMAS: Object to the form.

13 A: As you've stated, to be an accredited program you have  
14 to follow the ACGME common requirements and you have to  
15 follow the RRC's specific requirements. So a document  
16 such as this is to state those policies and  
17 expectations of a residency training program.

18 BY MR. ROTHSTEIN:

19 Q: When you say you have to follow those requirements,  
20 what compels you to follow those requirements?

21 A: Because those things are things necessary for  
22 accreditation.

23 Q: Okay. And when you become an accredited institution,  
24 you are agreeing to follow those requirements; right?

25 A: To the best of your ability.

1 education to give you one example.

2 BY MR. ROTHSTEIN:

3 Q: Okay. What about due process? Do you know whether the  
4 ACGME mandates due process for residents?

5 A: Do not know specifically. No, sir.

6 Q: Okay. What about academic remediation? Are there any  
7 policies in the ACGME about academic remediation that  
8 would benefit a resident?

9 MS. THOMAS: Object to the form.

10 A: I don't have that in front of me. I've not reviewed  
11 it. And so I can't comment specifically. I'm sorry.

12 BY MR. ROTHSTEIN:

13 Q: Okay. So when you did your affidavit, you didn't  
14 review those ACGME requirements prior to signing the  
15 affidavit either, did you?

16 A: No, sir.

17 Q: Now is there a contract between the USC School of  
18 Medicine and Palmetto Health that would benefit Dr.  
19 Irani?

20 MS. THOMAS: Object to the form.

21 A: I would not know of any contract that is between the  
22 two of them that would have any bearing on this.

23 BY MR. ROTHSTEIN:

24 Q: Okay. You'll need to keep that one with the sticker on  
25 it here.



1 (Plaintiff's Exhibit Number 3 was marked for identification  
2 purposes.)

3 A: Okay. I didn't know that. I marked on one. Sorry. I  
4 circled the one you told me to talk about.

5 Q: Okay. Do you remember which page you circled?

6 A: Yes, sir. When you were asking me to look, I circled  
7 right there.

8 Q: Okay. So on page seven of Exhibit 2 you circled one of  
9 the bullet points?

10 A: Yes, sir.

11 Q: Okay.

12 A: When you asked me to look at it.

13 Q: Okay. We'll just make that part of the record. That's  
14 fine. Now, I'm going to direct your attention to  
15 Exhibit 3. Have you ever seen this document before?

16 A: Yes, sir.

17 Q: Okay. When was the last time you saw this document?

18 A: Within the last month.

19 Q: Okay. Did you review this document before you prepared  
20 your affidavit?

21 A: No, sir.

22 Q: What was the occasion for you to review this document?

23 A: I've been asked to work on a new affiliation agreement  
24 between the university and Palmetto Health.

25 Q: Was that while you were still the interim dean?

1 A: No, sir. It was after I became associate dean.

2 Q: So sometime after February of this year you saw this  
3 document?

4 A: Yes, sir.

5 Q: Okay. I'm going to direct you to paragraph 3.2 on page  
6 three. And I'm going to direct you to the second  
7 sentence. And I'm going to read it and I want you to  
8 read it along with me. Palmetto Health and the School  
9 of Medicine will share the responsibility for ensuring  
10 an appropriate learning environment and that clinical  
11 instruction occurs in an atmosphere of mutual respect  
12 and collegiality between faculty, residents, medical  
13 students and staff. Do you see that?

14 A: Yes, sir.

15 Q: Do you believe that that responsibility that's jointly  
16 shared between Palmetto Health and the School of  
17 Medicine benefits residents like Dr. Irani?

18 MS. THOMAS: Object to the form.

19 A: Affiliation agreements describe what is expected to  
20 meet requirements and to provide appropriate areas for  
21 instruction and environments for instruction.

22 BY MR. ROTHSTEIN:

23 Q: Okay. Do you believe this document is a contract  
24 between --

25 A: No, sir.

1 Q: You do not?

2 A: No, sir.

3 Q: Why do you believe this is not a contract?

4 A: It states what two institutions are going to do to  
5 provide education.

6 Q: Okay. How is that not a contract?

7 A: I'm not a lawyer. But that's not a contract.

8 Q: Okay. Well, you've got a promise by both institutions  
9 to do something; correct?

10 A: Are you asking a contract between the two institutions?

11 Q: Between the two institutions.

12 A: Oh. Again I'm not a lawyer. To me it's an affiliation  
13 agreement. I'm not trying to be deceitful. I just  
14 don't know the terms you're trying to use or what, it's  
15 an affiliation agreement of what one institution is  
16 going to do to provide for the medical students.

17 Q: Okay. But it's got two parties to it. At least two  
18 parties are agreeing to do something; right?

19 A: Yes, sir.

20 Q: And it's signed, it's in writing that lays out what the  
21 responsibilities are; correct?

22 A: Yes, sir.

23 Q: And do you know whether this document is actually  
24 signed by anybody?

25 A: I don't know. It doesn't have it on here.

1 Q: Okay.

2 A: No signatures in this document you gave me.

3 Q: Let me direct you to page ten. I think you're looking  
4 at the exhibit.

5 A: Oh, I'm sorry.

6 Q: The appendix.

7 A: Okay. Yes, sir.

8 Q: Signed by Palmetto Health. It looks like three  
9 representatives of Palmetto Health; right?

10 A: Yes, sir.

11 Q: Jim Raymond who is the senior VP for Quality, Medical  
12 Education and Research and the Chief Academic Officer  
13 of Palmetto Health; right?

14 A: Yes, sir.

15 Q: Signed by Charles B. Beaman Jr., the President and CEO  
16 of Palmetto Health; right?

17 A: Yes, sir.

18 Q: And it's signed by the Chair of the Board of Directors  
19 of Palmetto Health; right?

20 A: Yes, sir.

21 Q: Do you believe those three individuals have the ability  
22 or authority to bind Palmetto Health to a contract or  
23 an agreement?

24 A: Yes, sir.

25 Q: And then if you will look to the right University of

1 South Carolina representatives have also signed this  
2 document; correct?

3 A: Yes, sir.

4 Q: All right. The first one is Dean, is it DiPette?

5 A: DiPette.

6 Q: DiPette?

7 A: DiPette. Yes, sir.

8 Q: And at the time he was the dean, he was the Vice  
9 President for Medical Affairs and Dean of the  
10 University of South Carolina School of Medicine?

11 A: I assume if he signed it he was.

12 Q: Okay. And it's signed by President Pastides of the  
13 University of South Carolina?

14 A: Yes, sir.

15 Q: And it was signed by the Chair of the Board of Trustees  
16 for the University of South Carolina; right?

17 A: Yes, sir.

18 Q: Do you believe those three gentlemen had the ability to  
19 contract or bind South Carolina to an agreement?

20 MS. THOMAS: Object to the form.

21 A: I would assume so. Yes, sir.

22 BY MR. ROTHSTEIN:

23 Q: Okay. And would you agree that all residents are  
24 beneficiaries of this agreement between Palmetto Health  
25 and USC School of Medicine?

1 MS. THOMAS: Object to the form.

2 A: The affiliation document, I haven't reviewed it in  
3 detail, haven't reviewed it since I was asked to do  
4 things. But affiliation document, that describes the  
5 educational relationship and the things that will be  
6 provided for the educational environment. And in that  
7 sense, you always are looking to provide an environment  
8 that's beneficial for learning.

9 BY MR. ROTHSTEIN:

10 Q: Okay. But my question is, would that inure to the  
11 benefit of the residents?

12 MS. THOMAS: Object to the form.

13 A: Because there's an affiliation agreement?

14 BY MR. ROTHSTEIN:

15 Q: And the promises and obligations in the agreement  
16 itself.

17 A: Well, I would have to go back --

18 MS. THOMAS: Object to the form.

19 A: I would have to go back and read the entire document.

20 BY MR. ROTHSTEIN:

21 Q: All right. Well, let me just direct you to page three,  
22 the paragraph 3.2 that I was talking about. Just  
23 looking at that one promise, Palmetto Health and the  
24 USC School, or the School of Medicine will share the  
25 responsibility for ensuring an appropriate learning

1 environment and that clinical instruction occurs in an  
2 atmosphere of mutual respect and collegiality between  
3 the faculty, residents, medical students and staff;  
4 right?

5 A: (Nods head affirmatively.)

6 Q: Does that sentence benefit the residents?

7 MS. THOMAS: Object to the form.

8 A: An appropriate learning environment and an atmosphere  
9 of mutual respect and collegiality always benefits  
10 everybody.

11 BY MR. ROTHSTEIN:

12 Q: And the responsibility for ensuring those two things  
13 falls jointly on Palmetto Health and the USC School of  
14 Medicine; isn't that right?

15 MS. THOMAS: Object to the form.

16 A: Says they will share it.

17 (Plaintiff's Exhibit Number 4 was marked for identification  
18 purposes.)

19 BY MR. ROTHSTEIN:

20 Q: Have you ever seen Exhibit 4 before?

21 A: No, sir.

22 MS. THOMAS: If you are going to ask him questions  
23 about it, we need to step out and talk about it.

24 MR. ROTHSTEIN: That's fine.

25 (Off the Record)

1 BY MR. ROTHSTEIN:

2 Q: All right, Dr. Taylor. Have you had a chance to look  
3 at Exhibit 4?

4 A: Yes, sir.

5 Q: Okay. Have you ever seen that document before today?

6 A: No, sir.

7 Q: Okay. Are you familiar with the program letters of  
8 agreement between Palmetto Health and various practices  
9 or clinics?

10 A: I know they exist. Yes, sir.

11 Q: Do they exist in connection with the pediatrics  
12 residency program?

13 A: I'm not sure. But I would think so.

14 Q: Okay. And I'm going to turn your attention to the  
15 second page of Exhibit 4. Do you believe this to be a  
16 contract?

17 A: This is a letter of agreement of what an entity will  
18 provide educationally.

19 Q: Do you believe it involves promises on both sides, by  
20 both parties to this agreement?

21 MS. THOMAS: Object to the form.

22 A: It says what both are agreeing to provide. Yes, sir.

23 BY MR. ROTHSTEIN:

24 Q: And it's signed by authorized representatives of both  
25 parties? Looks like Kathy Stephens from Palmetto



1 Health?

2 A: Uh-huh (affirmative response).

3 Q: Vice President --

4 A: She's the DIO. Yes, sir.

5 Q: Okay. Does she have the authority to bind Palmetto  
6 Health?

7 MS. THOMAS: Object to the form.

8 BY MR. ROTHSTEIN:

9 Q: Or do you believe she has the authority to bind  
10 Palmetto Health?

11 MS. HELMS: Object to the form.

12 A: I don't know who has the authority to bind Palmetto  
13 Health ultimately. But I would assume that as DIO she  
14 can do educational agreements.

15 BY MR. ROTHSTEIN:

16 Q: And it's accepted by Paul Athey, MBA, Administrative  
17 Director. Do you know who he is?

18 A: I knew who he was. Yes, sir.

19 Q: Who was his position?

20 A: As it states, administrative director.

21 Q: Do you know if he's still employed by the university?

22 MS. THOMAS: Object to the form.

23 A: I do not believe he is.

24 BY MR. ROTHSTEIN:

25 Q: Do you know anything about the circumstances of him

1 leaving?

2 A: Nothing. No, sir.

3 Q: It also appears to be signed by a John Walsh, MD. Do  
4 you know Dr. Walsh?

5 A: Yes, sir.

6 Q: Dr. Walsh is the Chair of the Orthopedic Surgery  
7 Department of USC?

8 A: Yes, sir.

9 Q: Would he have authority to bind the USC Orthopaedic  
10 Surgery Department to this agreement?

11 MS. THOMAS: Object to the form.

12 A: Nobody has ultimate authority to bind USC to any  
13 agreement except the dean. And in certain contracts  
14 you can't, the dean can't and it has to go to the board  
15 of trustees. So it depends on what type of agreements  
16 and contracts that you may be referring to.

17 BY MR. ROTHSTEIN:

18 Q: Okay. What about this particular agreement, this  
19 program letter of agreement? Do you believe Dr. Walsh  
20 has the authority as the chair of the department to  
21 bind the department?

22 MS. THOMAS: Object to the form.

23 A: I would assume so since it's signed.

24 BY MR. ROTHSTEIN:

25 Q: Okay.

1 A: And accepted.

2 Q: Okay.

3 A: But not sure.

4 MS. THOMAS: Okay. I'm going to point out this  
5 contract is not with the department. The contract very  
6 clearly says who the parties are. And John Walsh is  
7 not signing as a representative of the School of  
8 Medicine.

9 MR. ROTHSTEIN: You can't make a speaking  
10 objection. The rules are pretty clear on that. If you  
11 want to make that argument to the Court about who has  
12 the --

13 MS. THOMAS: Yeah. But you're deliberately  
14 misrepresenting --

15 MR. ROTHSTEIN: Well, you can ask him that.

16 MS. THOMAS: -- the laws of --

17 MR. ROTHSTEIN: You can ask him those questions on  
18 redirect. You can't coach your witness during my  
19 questioning; okay?

20 BY MR. ROTHSTEIN:

21 Q: Let me ask you to turn to page, the first page of the  
22 agreement. Are you familiar with, see the first  
23 paragraph or first sentence there, the purpose of this  
24 Letter of Agreement is to set forth the general terms  
25 and specific conditions under which University

1 Specialty Clinics/Oorthopaedic Surgery has agreed to  
2 participate in the education and supervision of  
3 residents in the Palmetto Health Graduate Medical  
4 Education Program. The components of our relationship  
5 are as follows. Do you see that?

6 A: Yes, sir.

7 Q: So it looks like the two parties to this agreement are  
8 the University Specialty Clinics/Orthopedic Surgery and  
9 Palmetto Health; right? Do you agree with that?

10 A: As stated in this paragraph. Yes, sir.

11 Q: And the University Specialty Clinics is part of the  
12 University of South Carolina School of Medicine, isn't  
13 it?

14 MS. THOMAS: Object to the form.

15 A: It is. But I would think down there, if you look at  
16 the bullet point number four which begins with Palmetto  
17 Health will be solely responsible for payment of  
18 salary, fringe benefits and professional liability, it  
19 clearly states who's responsible for the resident's  
20 compensation and support and employment. And it  
21 additionally states that it's the, an arrangement or  
22 affiliation agreement throughout the document  
23 clarifying clearly that you are agreeing to participate  
24 in the Palmetto Health Graduate Medical Education  
25 Program. And the other document further in the

1 document that you are referring to it states clearly  
2 that despite having to follow the policies as I alluded  
3 to before of any place where the resident trains,  
4 ultimately you have to follow the sponsoring goals and  
5 objectives of the sponsoring institution which is  
6 Palmetto Health. So when residents or students train  
7 anywhere, it doesn't change who they're employed by or  
8 who assumes ultimate responsibility. And clearly in  
9 this PLA as all PLAs are, the residents are under the  
10 auspices of the graduate program of Palmetto Health as  
11 this document that you've asked me to look at states.

12 BY MR. ROTHSTEIN:

13 Q: That's fair enough. But I think my question -- I don't  
14 remember what the question was. But I don't think you  
15 answered the question. Let me ask you another one. Do  
16 you see it on page two, the second bullet point -- I'm  
17 sorry. The first bullet point on page two.

18 A: Supervision?

19 Q: No.

20 A: I'm sorry.

21 Q: I'm talking about the little asterisk looking bullet  
22 point.

23 A: Yes, sir. Further it is agreed?

24 Q: Yes. Do you see the last sentence of that bullet says,  
25 further, the educational experiences of the resident

1 while on rotation at your site will be provided in a  
2 manner consistent with applicable Accreditation Council  
3 for Graduate Medical Education Residency Review  
4 Committee requirements and other federal, state and  
5 local laws, rules and regulations? Do you see that?

6 A: I must be on the wrong page. I'm sorry.

7 Q: Page two.

8 A: Yeah. Yes, sir.

9 Q: Do you see the first bullet, the last sentence of that  
10 bullet?

11 A: Okay.

12 Q: States --

13 A: I'm sorry.

14 Q: -- the educational experiences of the resident --

15 A: Uh-huh (affirmative response).

16 Q: -- while on rotation at your site will be provided in a  
17 manner consistent with the applicable ACGME RRC  
18 requirements; right?

19 A: Yes, sir.

20 Q: Okay. That sentence uses the term will be provided.

21 Do you see the phrase will be provided? What does that  
22 mean to you?

23 A: That I'm going to provide educational experiences on  
24 that rotation.

25 Q: Okay. It doesn't say may be provided; right? It's not

1 an optional sentence, it's a mandatory sentence. Would  
2 you agree with that?

3 MS. THOMAS: Object to the form.

4 A: Oh, gosh. I feel like this is Bill Clinton. Will be,  
5 may be, should be. It says that we, that they're  
6 asking that this resident be, or all residents who come  
7 through here be provided educational experiences in  
8 this setting.

9 BY MR. ROTHSTEIN:

10 Q: Okay. And that requirement falls on both Palmetto  
11 Health and the other party to this PLA; right? Which  
12 would be University Specialty Clinics Orthopaedic  
13 Surgery Department; right?

14 A: This is an educational agreement to provide that  
15 training. Yes, sir.

16 Q: Okay. And then after the second bullet about halfway  
17 down the page it says, your agreement to participate in  
18 the Palmetto Health Graduate Medical Education Program  
19 or programs is greatly appreciated; right? And then  
20 the next sentence says, the PH/USC Department of  
21 Orthopaedic Surgery pledges its full support to the  
22 clinic site to help in education of the residents  
23 within your office. Did I read that correctly?

24 A: Yes, sir.

25 Q: Okay. And that talks about both Palmetto Health and

1 USC Department of Orthopaedic Surgery pledging; right?

2 A: Yes, sir.

3 Q: Okay. Do you believe that this Program Letter of  
4 Agreement benefits residents in the Orthopaedic Surgery  
5 Residency Program at Palmetto Health and USC School of  
6 Medicine?

7 MS. THOMAS: Object to the form.

8 MS. HELMS: Object to the form.

9 A: We seek training sites to benefit our learners, whether  
10 they are students or residents, for education.

11 BY MR. ROTHSTEIN:

12 Q: So that was, that would be a yes to my question; right?  
13 You believe that this PLA benefits the residents in the  
14 Orthopaedic Surgery Residency Program?

15 MS. THOMAS: Object to the form.

16 A: Yes, sir.

17 BY MR. ROTHSTEIN:

18 Q: And that would include Dr. Irani; correct?

19 MS. THOMAS: Object to the form.

20 BY MR. ROTHSTEIN:

21 Q: If you will look over to the third page his name is  
22 specifically listed as an appendix to this document;  
23 right?

24 MS. THOMAS: Object to the form.

25 A: The purpose of an agreement is to provide equal



1 education and benefit to all residents who are in a  
2 program for education.

3 BY MR. ROTHSTEIN:

4 Q: And that would include Dr. Irani; correct?

5 MS. THOMAS: Object to the form.

6 A: He's a resident so he would benefit from that  
7 educational affiliation.

8 BY MR. ROTHSTEIN:

9 Q: Now you testified a little while ago that, you said it  
10 was the Palmetto Health Residency Program; correct?

11 A: Yes, sir.

12 Q: Let me ask you to look at page two, I mean, Exhibit 2.

13 A: Page two, Exhibit 2?

14 Q: I'm sorry. Exhibit 2, page four.

15 A: Exhibit 2, page four.

16 Q: Do you see the introduction at the top of the page?

17 A: Uh-huh (affirmative response). Yes, sir.

18 Q: Okay. This document -- and by the way, when you hand  
19 out your documents to residents do you make them  
20 available to the residents? I mean, when the resident  
21 starts, do you make the residency manual available to  
22 the resident?

23 A: Yes, sir.

24 Q: So you would assume that Exhibit 2 would have been  
25 distributed or at least made available to the residents

1 of the Orthopaedic Surgery Residency Program at USC?

2 MS. HELMS: Objection to the form.

3 A: I would assume that you would distribute policies and  
4 procedures to residents, yes, sir, at the beginning of  
5 their training.

6 BY MR. ROTHSTEIN:

7 Q: So on page four under Introduction, it says the  
8 University Surgery -- it says the Orthopaedic Surgery  
9 Residency Training Program at the University of South  
10 Carolina School of Medicine is dedicated to the  
11 education of its residents and places primary emphasis  
12 on their training as general orthopaedic surgeons. Do  
13 you see that?

14 A: Yes, sir.

15 Q: It doesn't say anything about Palmetto Health, does it?

16 A: Not in that sentence. No, sir.

17 Q: Okay. And the residency programs are really a joint  
18 venture between Palmetto Health and the University of  
19 South Carolina School of Medicine, aren't they?

20 MS. THOMAS: Object to the form.

21 A: Officially as the affiliation agreement stated, I  
22 quickly saw that statement, they're called jointly the  
23 programs Palmetto Health and USC. But the sponsoring  
24 institution and the ultimate responsible organization  
25 is Palmetto Health as the sponsoring institution.

1 BY MR. ROTHSTEIN:

2 Q: Okay. And I certainly understand that. But you hold  
3 out to the world, and specifically the residents, that  
4 this is a joint program between Palmetto Health and  
5 USC; right?

6 MS. THOMAS: Object to the form.

7 A: Yes, sir. It's an affiliation of joint training. Yes,  
8 sir.

9 (Plaintiff's Exhibit Number 5 was marked for identification  
10 purposes.)

11 BY MR. ROTHSTEIN:

12 Q: Have you ever seen Exhibit 5 before?

13 A: I've seen parts of it. Yes, sir. Parts of some of the  
14 document.

15 Q: Okay. And I'll represent to you that these are web  
16 pages from the residency.palmettohealth.org web site.

17 Do you see that at the top?

18 A: Uh-huh (affirmative response).

19 Q: Have you ever been on the web site before?

20 A: Oh, yeah.

21 Q: Okay. Do you remember seeing the --

22 (Off the Record)

23 BY MR. ROTHSTEIN:

24 Q: Do you see both logos for Palmetto Health and the USC  
25 School of Medicine on this document at the very top of

1 A: Yes, sir.

2 Q: -- a --

3 A: GMEC.

4 Q: -- member of the GMEC?

5 A: Yes, sir.

6 Q: Do you recall the GMEC rejecting a program director's  
7 recommendations since you've been the chair of the  
8 department?

9 A: I just don't remember the specifics. But I would, I  
10 don't know.

11 Q: Okay. Can you give me a ballpark of how many times  
12 you've seen the GMEC reject a program director's  
13 recommendation?

14 A: No, sir.

15 Q: Was it more than five?

16 A: As I said I just don't recall. We have four or five  
17 residents at different levels of different things at  
18 different times. And they're presented, you listen,  
19 there's discussion. And whether we end up rejecting  
20 what the program director did or recommended, I don't  
21 recall. We focus on trying to do what's best for the  
22 resident and what's best for the program and best for  
23 the patients.

24 Q: Have you ever seen the GMEC reject a program director's  
25 recommendation of terminating a resident?

1 A: Gosh. I do not recall.

2 Q: Have you ever had to fire a resident from one of your  
3 programs?

4 A: Yes, sir.

5 Q: How many times has that occurred?

6 A: One time.

7 Q: Do you remember what decade that was?

8 A: Yes, sir. Nineties.

9 Q: 1990s? Did the GMEC agree with your recommendation?

10 A: Yes, sir.

11 Q: Did that resident file a grievance?

12 A: No, sir.

13 Q: During your tenure on the GMEC have you ever served on  
14 the grievance committee?

15 A: No, sir.

16 Q: Are you aware of any resident successfully completing  
17 the grievance process at Palmetto Health?

18 A: What do you mean by successfully completing?

19 Q: Having the decision of the GMEC overturned?

20 A: Yes, sir.

21 Q: How many times has that happened?

22 A: I'm aware of one.

23 Q: Which one was that?

24 MS. HELMS: We're not going into this.

25 BY MR. ROTHSTEIN:

1 Dr. Koon's recommendation?

2 A: No, sir.

3 Q: Do you know how long Dr. Koon's presentation to the  
4 executive, in the executive session of the GMEC lasted?

5 A: No, sir.

6 Q: Did Dr. Koon present any documents in support of his  
7 recommendation?

8 A: I do not recall.

9 Q: Did any of the GMEC committee members or GMEC members  
10 have any questions for Dr. Koon?

11 A: I do not recall.

12 Q: Do you recall asking any questions of Dr. Koon?

13 A: I do not recall.

14 Q: How was this resident issue, I guess, passed upon by  
15 the GMEC at that time?

16 A: How was it passed upon?

17 Q: Yeah. Did they just have a motion, a second and a  
18 voice vote? Is that typically how in terms of adopting  
19 or rejecting one of these recommendations?

20 A: There's usually information provided by the program  
21 director. There may or may not be questions. And then  
22 there's usually a recommendation put forth that is  
23 discussed and then a motion and vote. Yeah.

24 Q: In your experience on the GMEC, are residents typically  
25 allowed to present their side of the story to the GMEC

1 before the GMEC takes action?

2 A: No, sir.

3 Q: So Dr. Irani was not given an opportunity to present  
4 his side of the story to the GMEC before the GMEC acted  
5 on Dr. Koon's recommendation; right?

6 A: Not that I recall.

7 Q: Do you recall a resident ever being allowed to address  
8 the GMEC in executive session?

9 A: I do not believe so.

10 Q: Is there any advocate for the resident present during  
11 the executive session of the GMEC?

12 A: I think we all try to be resident advocates because the  
13 last thing you want to do is to have a resident leave  
14 the program.

15 Q: Do you recall anyone specifically acting as Dr. Irani's  
16 advocate on October 11th 2011 during the GMEC meeting?

17 A: As I stated I do not recall specifics about Dr. Irani's  
18 presentations at GMEC or any specifics regarding his  
19 situation.

20 (Plaintiff's Exhibit Number 7 was marked for identification  
21 purposes.)

22 Q: Show you Exhibit 7 which appears to be the next GMEC  
23 meeting, December of 2011, December 13th 2011. Do you  
24 see that?

25 A: Yes, sir.

1 the GMEC taking official action?

2 A: Do I recall if those processes involve resident input?

3 Q: Right.

4 A: My understanding and thought would be that the program  
5 director discusses any remediation plans or  
6 recommendations that will be taken with the resident to  
7 gain understanding and input.

8 Q: Okay. But the program director doesn't make the  
9 ultimate decision about whether to suspend or terminate  
10 a resident; right?

11 A: That is correct.

12 Q: Okay. And that actually has to be officially taken  
13 through the GMEC?

14 A: Yes, sir.

15 Q: Okay. And does the resident have any direct input to  
16 the GMEC prior to that decision being made under your  
17 understanding of the due process?

18 MS. THOMAS: Object to the form.

19 A: I don't recall that that is part of the process.

20 BY MR. ROTHSTEIN:

21 Q: All right.

22 A: Can I interrupt for two seconds?

23 Q: Yeah.

24 (Off the Record Discussion)

25 BY MR. ROTHSTEIN: